

ECF CASE

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

ROBINSON
05 cv. 4667

CHASE MARKETING INTERNATIONAL, INC.
and JAMES GARY DEAN,

X DEMAND IS MADE
FOR TRIAL BY JURY

U.S. DISTRICT COURT
FILED
05 MAY 13 P 2:4b

Plaintiffs,

CIVIL ACTION NO.

VS

MARVIN'S MAGIC LIMITED; TOYS R US;
and AMAZON.COM INC.

S.D. OF N.Y.
COMPLAINT FOR
INFRINGEMENT OF
OF U.S. PATENT
NO. 4,697,364

Defendants.

X

COMPLAINT

Plaintiffs bring this action against the Defendant and complain and allege as follows:

PLAINTIFFS

1. Plaintiff, Chase Marketing International, Inc. (hereinafter "Chase") is a corporation incorporated under the laws of the State of New York, having a regular and established place of business at 211 E. 43rd St., Ste. 1004, New York, New York 10017.

2. Plaintiff, James Gary Dean, is a citizen and resident of the State of North Carolina, residing at 738 Blackwood Avenue, Winston Salem, N.C. 27103.

DEFENDANTS

3. Defendant, Marvin's Magic Limited, upon information and belief, is a corporation having a regular

and established place of business at 3 London Road,
Markyate, Herts AL3 8JL, UK.

4. Defendant, Toys R Us, upon information and belief,
is a corporation having a regular and established place of
business at 605 Broadway, White Plains, NY 10601.

5. Defendant, Amazon.com Inc., upon information and
belief, is a corporation having regular and established
place of business at 1200 12th Avenue, Suite 1200 Seattle,
WA 98144.

JURISDICTION

6. This court has jurisdiction of this action by
virtue of Sections 1338(a), and 1400(b), Title 28, United
States Code, and by virtue of Title 35, United Stated Code,
Sections 281, 283, 284 and 285.

COUNT

7. On October 6, 1987, United States Letters Patent
No. 4,697,364 were duly and legally issued to plaintiff
Dean for an invention of a novelty entitled "Magic Windows"
and since that date plaintiff Dean has been and still is
the owner of those Letters Patent. (a copy of the issued
patent is annexed as Exhibit A).

8. Plaintiff Dean granted a license on "Magic Windows" to Chase, which continues to date.

9. Defendant Marvin's Magic Limited infringed those Letters Patent by publication of a novelty card which embodies the patented invention and bear the names "Magic Painting Theatre" (a copy of front and back covers of the novelty card are annexed as Exhibit B) and sale of said "Magic Painting Theatre."

10. Defendants Toys R US and Amazon.com, have infringed those Letters Patent by selling said "Magic Painting Theatre."

11. Defendants Marvin's Magic Limited and Toys R Us were notified by letter dated November 11, 2004 of their infringement and were asked to discontinue all sales.

12. Defendant Amazon.com was notified by letter dated April 21, 2005 of their infringement and were asked to discontinue all sales.

13. Defendants have ignored said request by continuing to sell Magic Painting Theatre even after notice and have therefore willfully infringed upon U.S. Patent No. 4,697,364.

14. Said ignoring of said notice entitles plaintiff's to punitive and treble damages.

15. Plaintiff demands trial by jury for all issues that may be resolved by jury.

WHEREFORE, Plaintiffs pray that Defendants be temporarily and permanently enjoined from committing further acts of infringement; for an accounting for damages; for reasonable attorney's fees; for the cost of this action; for punitive damages; for treble damages and for such other and further relief as may be just.

Dated: May 12, 2005

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